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Please respond to:

FAX TRANSMITTAL

To: PTO - Petitions

Fax Number
(571) 273-8300

From: Attorney Charles S. Sara

Total # of Pages: 51
(including this page)

Date: October 12, 2011

Time Sent:

Respond To: Charles S. Sara at (608) 255-8891(tel)/608-252-9243 (fax)

MESSAGE

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002/051

PTO/SB/65 (03-09)

Approved for use through 03/31/2012. OMB 0651-0016
U.S. Patent and Trademark Office: U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**PETITION TO ACCEPT UNAVOIDABLY DELAYED PAYMENT OF
MAINTENANCE FEE IN AN EXPIRED PATENT (37 CFR 1.378(b))**

Docket Number (Optional)
14566.002

Mail to: Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria VA 22313-1450
Fax: (571) 273-8300

10/10/2011 DALLEN 00000032 6112136

01 FC:1599

2125.00 OP

NOTE: If information or assistance is needed in completing this form, please contact Petitions Information at (571) 272-3282.

Patent Number: 6,112,136Application Number: 09/079,298Issue Date: August 29, 2000Filing Date: May 12, 1998

CAUTION: Maintenance fee (and surcharge, if any) payment must correctly identify: (1) the patent number (or reissue patent number, if a reissue) and (2) the application number of the actual U.S. application (or reissue application) leading to issuance of that patent to ensure the fee(s) is/are associated with the correct patent. 37 CFR 1.366(c) and (d).

Also complete the following information, if applicable:

The above-identified patent:

- ☐ is a reissue of original Patent No. _____ original issue date _____
original application number _____
original filing date _____
- ☐ resulted from the entry into the U.S. under 35 U.S.C. 371 of international application
_____ filed on _____

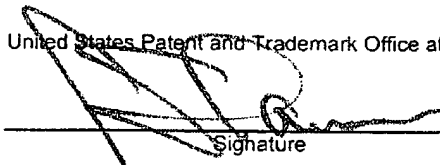
CERTIFICATE OF MAILING OR TRANSMISSION (37 CFR 1.8(a))

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is

(1) being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 OR

(2) transmitted by facsimile on the date shown below to the United States Patent and Trademark Office at (571) 273-8300.

Oct 11, 2011
Date


Signature

Charles S. Sara

Typed or printed name of person signing Certificate

[Page 1 of 4]

This collection of information is required by 37 CFR 1.378(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 8 hours to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

PTO/SB/65 (03-09)

Approved for use through 03/31/2012. OMB 0651-0016

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

1. SMALL ENTITY

☒ Patentee claims, or has previously claimed, small entity status. See 37 CFR 1.27

2. LOSS OF ENTITLEMENT TO SMALL ENTITY STATUS

☐ Patentee is no longer entitled to small entity status. See 37 CFR 1.27(g)

3. MAINTENANCE FEE (37 CFR 1.20(e)-(g))

The appropriate maintenance fee must be submitted with this petition, unless it was paid earlier.

NOT Small Entity			Small Entity		
Amount	Fee	(Code)	Amount	Fee	(Code)
<input type="checkbox"/> \$ _____	3 ½ yr fee	(1551)	<input type="checkbox"/> \$ _____	3 ½ yr fee	(2551)
<input type="checkbox"/> \$ _____	7 ½ yr fee	(1552)	<input checked="" type="checkbox"/> \$ 1425	7 ½ yr fee	(2552)
<input type="checkbox"/> \$ _____	11 ½ yr fee	(1553)	<input type="checkbox"/> \$ _____	11 ½ yr fee	(2553)

MAINTENANCE FEE BEING SUBMITTED \$ 1425

4. SURCHARGE

The surcharge required by 37 CFR 1.20(i)(1) of \$ 700 (Fee Code 1557) must be paid as a condition of accepting unavoidably delayed payment of the maintenance fee.

SURCHARGE FEE BEING SUBMITTED \$ 700

5. MANNER OF PAYMENT

- ☐ Enclosed is a check for the sum of \$ _____
- ☐ Please charge Deposit Account No. _____ the sum of \$ _____
- ☒ Payment by credit card. Form PTO-2038 is attached.

6. AUTHORIZATION TO CHARGE ANY FEE DEFICIENCY

- ☒ The Director is hereby authorized to charge any maintenance fee, surcharge or petition fee deficiency to Deposit Account No. 182055

PTO/SB/65 (03-09)

Approved for use through 03/31/2012. OMB 0651-0016

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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7. OVERPAYMENT

As to any overpayment made, please

☐ Credit to Deposit Account No. _____

OR

☒ Send refund check

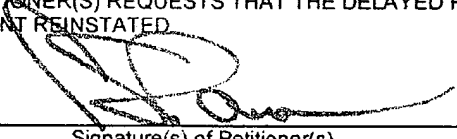
WARNING:

Petitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identity theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Petitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO-2038 submitted for payment purposes are not retained in the application file and therefore are not publicly available.

8. SHOWING

The enclosed statement will show that the delay in timely payment of the maintenance fee was unavoidable since reasonable care was taken to ensure that the maintenance fee would be paid timely and that this petition is being filed promptly after the patentee was notified of, or otherwise became aware of, the expiration of the patent. The statement must enumerate the steps taken to ensure timely payment of the maintenance fee, the date and the manner in which the patentee became aware of the expiration of the patent, and the steps taken to file the petition promptly.

9. PETITIONER(S) REQUESTS THAT THE DELAYED PAYMENT OF THE MAINTENANCE FEE BE ACCEPTED AND THE PATENT REINSTATED


Signature(s) of Petitioner(s)11 October 2011
Date

Charles S. Sara

30492

Typed or printed name(s)

Registration Number, if applicable

2 E. Mifflin Street, Suite 600

608-255-8891

Address

Telephone Number

Madison, WI 53703

Address

ENCLOSURES:

- ☒ Maintenance Fee Payment
- ☒ Statement why maintenance fee was not paid timely
- ☒ Surcharge under 37 CFR 1.20(i)(1) (fee for filing the maintenance fee petition)
- ☒ Other:

Petition under 37 C.F.R. 1.378(b) with attachments

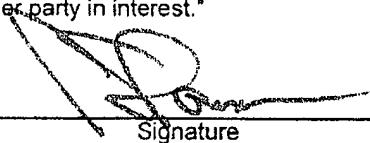
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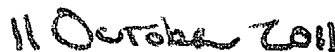
Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

37 CFR 1.378(d) states: "Any petition under this section must be signed by an attorney or agent registered to practice before the Patent and Trademark Office, or by the patentee, the assignee, or other party in interest."


Signature

Charles S. Sara

Type or printed name


Date

30492

Registration Number, if applicable

STATEMENT

(In the space below, please provide the showing of unavoidable delay recited in paragraph 8 above.)

See attached Petition under 37 C.F.R. 1.378(b) for full statement of explanation.

(Please attach additional sheets if additional space is needed)

[Page 4 of 4]

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Patent No.: 6,112,136 Issue Date: August 29, 2000
Serial No.: 09/079,298 Filing Date: May 12, 1998
Applicant: PAUL, Steven J., et al. Attorney Docket No.: 14566.002
Title: SOFTWARE MANAGEMENT OF AN INTELLIGENT POWER
CONDITIONAL WITH BACKUP SYSTEM OPTION
EMPLOYING TREN ANALYSIS FOR EARLY PREDICTION OF
AC POWER LINE FAILURE

PETITION UNDER 37 C.F.R. 1.378(b)**Mail Stop Petition**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

To the Commissioner:

This is a petition under 37 C.F.R. 1.378(b) relating to the above-noted patent. A form PTO/SB/65 is attached hereto. Please note that all facts alleged below are supported by attached evidence, or are otherwise supported by Declaration as set forth at the end of this Petition.

FACTS

The patent in issue is U.S. Patent 6, 112,136 (the "Patent") – issued to the Assignee (and now Petitioner) on August 29, 2000. For purposes of this Petition, the terms "Assignee" and "Petitioner" jointly refer to Uninterruptible Power Products, Inc.

On May 12, 1998, the patent application from which the Patent issued was assigned from the inventors to Petitioner. This assignment was recorded at Reel 009184, Frame 0533. On September 27, 1991, a Security Agreement was conveyed between Petitioner and Adams County, Wisconsin. This Security Agreement was recorded at Reel 010268, Frame 0826 (Attachment A). On August 29, 2000, the Patent issued.

On April 24, 2004, Petitioner, by its president Gary Jungwirth, paid the first maintenance fee in the amount of \$520 along with a \$65 surcharge to the U.S. Patent Office ("PTO") (Attachment B). This fee was accepted by the PTO without question or comment.

On July 28, 2004, Petitioner, by its president Gary Jungwirth, sent the PTO a notice that Petitioner's patent attorney, Murray Leonard, passed away and that all further correspondence should be sent to Gary Jungwirth on behalf of Petitioner (Attachment C).

On September 29, 2008, Petitioner received a Notice of Patent Expiration from the PTO for failure to pay the second maintenance fee (Attachment D). This Notice informed Petitioner that the expired Patent "may be reinstated in accordance with 37 C.F.R. §1.378 if upon petition, the maintenance fee and the surcharge set forth in 37 C.F.R. §1.20(i) are paid, AND the delay in payment of the maintenance fee is shown to the satisfaction of the Director to have been unavoidable or unintentional."

On October 20, 2008, Petitioner, by its president Gary Jungwirth, filed a Petition to Accept Unintentionally Delayed Payment of Maintenance Fee in an Unexpired Patent along with the requisite fee of \$1240 and a surcharge of \$2880, authorized by credit card payment (Attachment E).

On November 17, 2008, the PTO Office of Petitions forwarded a Decision denying Petitioner's Petition stating "[P]etitioner has not established that the person who signed the petition form, Gary Jungwirth, is authorized to sign on behalf of the patentee/assignee, or other party of interest." (Attachment F).

On February 4, 2009, Petitioner, by its president Gary Jungwirth, sent a facsimile message to the PTO stating in effect that Mr. Jungwirth has called the PTO several times and has not received a call back by anyone. Mr. Jungwirth verified that he is president of Petitioner company and also a party to the Patent. Mr. Jungwirth again requested reinstatement of the Patent or return of his calls. (Attachment G).

On April 20, 2009, Petitioner, by its president Gary Jungwirth, sent a facsimile letter to Alicia Kelley of the PTO stating "once again we are playing phone tag. Is there a way to resolve our outstanding issue thru the mail? I don't understand why my signature is not allowed. A signature as President of the Assignee should suffice. Please help us clarify this matter." (Attachment H).

On April 27, 2009, Petitioner by its president Gary Jungwirth, filed a Statement under 37 C.F.R. §3.73(b) asserting Petitioner as Assignee. This Statement was accompanied by Petitioner's check in the amount of \$400. (Attachment I).

On July 15, 2009, the PTO forwarded a Requirement for Information to Petitioner stating in effect that the previously filed Statement under 37 C.F.R. §3.73(b) "does not list the reel and

frame number for the assignment recorded under Uninterruptible Power Products, Inc.” (Attachment J).

On July 21, 2009, Petitioner by its president Gary Jungwirth, sent a facsimile letter to Alicia Kelley of the PTO regarding an April 27, 2009 phone call where Alicia Kelley stated that Petitioner was required to submit form 37 C.F.R. 3.73(b) and a check for \$400 to properly pay the fee. Mr. Jungwirth stated in the facsimile letter that this “was completed and done 4-27-09. Form enclosed ALONG WITH CANCELLED CHECK.” (Attachment K).

On March 16, 2010, the PTO forwarded a Requirement for Information alleging that Petitioner still has not established that the person who signed the petition form, Gary Jungwirth, is authorized to sign on behalf of the Assignee, or other party of interest. (Attachment L).

In April 2010, Petitioner’s president Gary Jungwirth stepped down as president and was replaced by William Stark. Mr. Jungwirth informed Mr. Stark that he would continue to monitor the maintenance fee and revival of the Patent issue.

On September 29, 2010, the period for revival of the Patent based on unintentional abandonment ended. On December 31, 2010, Gary Jungwirth ended his part time work at Petitioner company. Shortly thereafter, Petitioner’s new president William Stark looked up data on the Patent to ensure that all fees were paid. At that point, he noted that the Patent was still abandoned. Petitioner contacted the undersigned attorney for assistance in resolving this issue. The undersigned attorney has spent the last period of time diligently pursuing this matter in an attempt to locate the necessary documents and establish the timelines related to this matter.

**PETITIONER’S DELAY IN PAYMENT WAS “UNINTENTIONAL”
AND AT LEAST “UNAVOIDABLE.”**

As detailed above, the first maintenance fee was paid by Petitioner’s president Gary Jungwirth and accepted by the PTO without question. In other words, the PTO did not challenge the Petitioner’s right to pay the first maintenance fee. Upon receipt of the Notice of Patent Expiration on September 29, 2008 for failure to pay the second maintenance fee, Petitioner’s president Gary Jungwirth filed a Petition to Accept Unintentionally Delayed Payment of the Maintenance Fee with the appropriate fees within one month of receipt of the Notice of Patent

Expiration. There is nothing in the record to indicate that the Petition to Accept Unintentionally Delayed Payment of Maintenance Fee and the included fees were in any way deficient. However, this Petition was denied in a Decision issued November 17, 2008 alleging that Petitioner had not established that the person who signed the petition form, Gary Jungwirth, is authorized to sign on behalf of the Patentee/Assignee, or other party of interest (Attachment H).

With respect to the above, Petitioner first asserts that Petitioner was diligent in immediately responding to the Notice of Patent Expiration by filing an appropriate Petition to Accept Unintentionally Delayed Payment of Maintenance Fee in an Unexpired Patent along with the requisite fee of \$1240 and a surcharge of \$2880 within one month of the Notice of Patent Expiration.

Second, Petitioner asserts that at least under 37 C.F.R. §1.366(a) Petitioner had every right to file the Petition referenced in the previous paragraph, pay the maintenance fee, and pay the requisite surcharge as these fees can be made by *any party*.¹

In this circumstance, Petitioner is a small entity assignee. As described above in the fact scenario, there is no question that Petitioner was diligent in attempting to make these payments. Not only did Petitioner file the Petition and make payment within one month of receipt of the Notice of Patent Expiration, but Petitioner followed up with the PTO by telephone, facsimile and subsequent petitions in an effort to ensure that this payment would be made. Further, Petitioner reasonably assumed that this maintenance fee would be paid primarily because the first maintenance fee was accepted from Petitioner as signed by its president Gary Jungwirth without question or comment. For this reason, Petitioner's president Gary Jungwirth could not see why the PTO was now denying payment of the maintenance fee when Petitioner believed it was doing all it could to satisfy the payment fee requirements. We submit that an ordinary prudent person in such a position, upon receiving the PTO's Notice of Expiration and the other maintenance fee statements, would simply assume that the matter of payment would be successfully accomplished by paying the appropriate fees and submitting the appropriate petitions within one month of

¹ From 37 CFR §1.366(a):

The patentee may pay maintenance fees and any necessary surcharges, *or any person or organization may pay maintenance fees and any surcharges on behalf of patentee*. Authorization by the patentee need not be filed in the Patent and Trademark office to pay maintenance fees and any necessary surcharges on behalf of the patentee.

Emphasis added; see also MPEP2515.

receipt of the Notice of Expiration. Again, the PTO is reminded that any person or organization may pay maintenance fees and any necessary surcharges on behalf of a patentee. Authorization by the patentee need not be filed in the PTO to pay maintenance fees and any necessary surcharges on behalf of the patentee. (37 C.F.R. §1.366(a)). Thus, it is entirely reasonable to assume that the appropriate fees were paid in order to reactivate the Patent. It is also entirely reasonable to assume that Petitioner would not understand why it would keep getting adverse decisions and requests for additional information from the PTO asking for verification of ownership of the Patent when Petitioner rightfully believed that it was the assignee of the Patent based on the assignment filed in the PTO and recorded at Reel 009184, Frame 0533.

Further, the security agreement documents filed and recorded in the PTO on behalf of the Patent were in the nature of security agreements, not assignments. While the secured party maintained an interest in the Patent, the security agreement **did not transfer ownership of the Patent from the Petitioner to the secured party**. Therefore, Petitioner rightfully assumed that Petitioner was the rightful owner of the Patent even if a security interest was attached to the Patent.

Petitioner understands that delayed payment of the maintenance fee must be shown to the satisfaction of the Director that it was unavoidable. Petitioner also understands that acceptance of a late maintenance fee under the unavoidable delay standard is considered under a very stringent standard. Petitioner also understands that decisions on reviving abandoned applications on the basis of unavoidable delay typically adopt the "reasonably prudent person standard" in determining if the delay was unavoidable. The word "unavoidable" is applicable to ordinary human affairs, and requires no more or greater care or diligence than is generally used and observed by prudent and careful men in relation to their most important business². Petitioner also understands that an adequate showing requires a showing of the steps taken to ensure the timely payment of the maintenance fees for Petitioner's Patent. Petitioner maintains that it has satisfied all of these requirements.

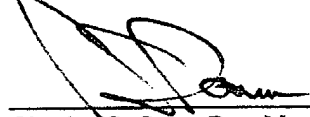
² In re Mattullath, 38 App. D.C. 497, 514-15 (1912)(quoting Ex parte Pratt, 1887 Dec. Comm'r Pat. 31, 32-33 (1887)); see also Winkler v. Ladd, 221 F. Supp. 550, 552, 138 U.S.P.Q. 666, 167-68 (D.D.C. 1963), aff'd, 143 U.S.P.Q. 172 (D.C. Cir. 1963); Ex parte Henrich, 1913 Dec. Comm'r Pat. 139, 141 (1913).

In view of the foregoing, kindly accept payment of the 7.5 year maintenance fee payment on the basis that the delay in payment was at least unavoidable and possibly unintentional, because Petitioner rightfully believes that it fulfilled all of the necessary requirements for payment based on unavoidable or unintentional delay. Here, the owner/assignee of the Patent timely filed a petition based on unintentional delay and continued to follow up with the PTO in an effort to have the Petition allowed. Further, this Petition should never have been denied as payment was timely made at the very least by a party in interest and in any event by a "person or organization" as described in 37 C.F.R. §1.366(a).

IN CLOSING

If any questions regarding this Petition arise, please contact the undersigned attorney. Telephone calls are welcomed and encouraged.

The Commissioner is authorized to charge and fees or credit any overpayment relating to this Petition or the patent to Deposit Account No. 18-2055.

BY PETITIONER'S COUNSEL:

Charles S. Sara, Reg.No. 30,492
DEWITT ROSS & STEVENS, S.C.
2 E. Mifflin Street, Suite 600
Madison, Wisconsin 53703-2865
Telephone: (608) 255-8891
Facsimile: (608) 252-9243

Enclosures:

- PTO-2038 (\$400)
- Attachments A-L

7

THE FOLLOWING PARTIES DECLARE by their signatures below that all factual statements made herein of their own knowledge are true; all factual statements made on information and belief are believed to be true; that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under USC §1001; and that such willful false statements may jeopardize the validity of the patent.

Date: 10/07/11

BY THE PETITIONER

William Stark

William Stark, President

Uninterruptible Power Products, Inc.

Patent No.: 6,112,136	Issue Date: August 29, 2000
Serial No.: 09/079,298	Filing Date: May 12, 1998
Applicant: PAUL, Steven J., et al.	Attorney Docket No.: 14566.002
Title:	SOFTWARE MANAGEMENT OF AN INTELLIGENT POWER CONDITIONAL WITH BACKUP SYSTEM OPTION EMPLOYING TREN ANALYSIS FOR EARLY PREDICTION OF AC POWER LINE FAILURE

PETITION UNDER 37 C.F.R. 1.378(b)

ATTACHMENT A



P. O. Box 7970
Madison, Wisconsin 53707
(608) 266-1018
TDD #: (608) 264-8777
www.commerce.state.wi.us

Tommy G. Thompson, Governor
Brenda J. Blanchard, Secretary

May 25, 1999

George Kaldenberg, Chairman
Adams County
PO Box 278
Friendship, WI 53934

Dear Mr. Kaldenberg:

On January 11, 1999 Uninterruptible Power Products, Inc. (UPPI) requested that the Department of Commerce subordinate its collateral on their Accounts Receivable and Inventory to Nekoosa Port Edwards State Bank in order for them to finance additional Working Capital.

The Department has agreed to subordinate its first lien position on the Accounts Receivable and Inventory of UPPI and will be taking an assignment of all rights to a UPS power line conditioner as replacement collateral in addition to a second lien position on Accounts Receivable and Inventory.

Enclosed is a copy of the Patent Lien document, a Security Interest Subordination Agreement to complete the subordination along with a UCC-1 and Selective Business Security Agreement regarding the new collateral. Please sign each document where indicated and forward to UPPI for their signatures. The cost to file the Patent Lien is \$40.00. Please request reimbursement for these costs from UPPI.

Thank you for your time and cooperation, if you have any question please do not hesitate to call me at 608-267-0775.

Sincerely,

A handwritten signature in black ink that reads 'Mathew Meier'. The signature is fluid and cursive, with the first and last names clearly legible.

Mathew Meier
Business Finance Specialist

1. Debtor (Legal Name Of Entity Or Last Name If An Individual)		First Name	Middle Initial
Uninterruptible Power Products, Inc.			
1A. Mailing Address <u>1567 W 11TH DRIVE</u>			
<u>301 South Main Street, P.O. Box 950 FRI</u>			
1B. City, State, Zip Code <u>FRIENDSHIP WI</u>		1C. Social Security or Federal Tax ID No. <u>39-1894701</u>	
<u>Adams, Wisconsin 53910 53934</u>			
2. Additional Debtor (If Any) (Legal Name Of Entity Or Last Name If An Individual)		First Name	Middle Initial
2A. Mailing Address			
2B. City, State, Zip Code		2C. Social Security or Federal Tax ID No.	
3. Additional Debtor (If Any) (Legal Name Of Entity Or Last Name If An Individual)		First Name	Middle Initial
3A. Mailing Address			
3B. City, State, Zip Code		3C. Social Security or Federal Tax ID No.	
4. Secured Party			
Name <u>Adams County</u>			
Address <u>P.O. Box 278</u>			
City, State, Zip Code <u>Friendship, Wisconsin 53934</u>			
5. File With <input checked="" type="checkbox"/> Department of Financial Institutions <input type="checkbox"/> Reg. of Deeds of _____ County			
6. Number of Additional Sheets Presented: _____ (Attaching additional pages requires non-standard fee.)			
7. This Financing Statement covers the following types (or items) of collateral and/or leased goods.			

10. Insert Submitter Account Number

SUBMITTER ACCOUNT NUMBER

11. Assignee Of Secured Party (If any)

Name
Address
City
State
Zip Code

Patent Application #09079298 for Pioneer Line UPS Power Line Conditioner and any and all resultant Patents issued or issuing from said Application.

7A. Proceeds of collateral are covered unless checked ☐ 7B. Products of collateral are covered unless checked ☐
8. If checked here ☐ the term "Debtor" refers to a "Lessee," the term "Secured Party" refers to a "Lessor" and this filing is made for informational purposes to provide notice of a personal property lease of the personal property described in number 7.

12. If checked ☐, a "Continuing Business Relationship" under s.409.404(1)(c), Wis. Stats., exists.

13. Uninterruptible Power Products, Inc.

NAME OF DEBTOR (IF ENTITY)

BY: William E. Stark Pres
SIGNATURE TITLE
William E. Stark, President

BY: Gary W. Jungwirth
SIGNATURE OF INDIVIDUAL DEBTOR
Gary W. Jungwirth, Vice President
SIGNATURE OF INDIVIDUAL DEBTOR

15. RETURN COPIES TO:

Sue Langbehn, Contract Spec
OLGA
Wisconsin Dept. of Commerce
P.O. Box 7970
Madison, WI 53707

NOTE: PLEASE
COMPLETE #15 AND #16

Name
Address
City, State
Zip Code

14. SIGNATURE OF SECURED PARTY OR ASSIGNEE OR ITS AGENT — TITLE

(Signature of Secured Party if required)

Signature of Secured Party permitted in lieu of Debtor's signature when:
(If applicable, you must check one of the following boxes.)

A. Collateral is subject to a security interest in another jurisdiction, and

☐ Collateral is brought into this state; or☐ Debtor's location was changed to this state; or

B. Other situations when Debtor's signature is not required:

☐ Proceeds, see s.409.402(2), Wis. Stats.; or☐ Collateral to which filing lapsed; or☐ Collateral acquired after change of name, identity or corporate structure of Debtor.

16. Sue Langbehn, Contract Spec

CONTACT PERSON

(608) 266-5363

PHONE NUMBER

CDBG-ED FY98-0683

1. FILING OFFICER COPY

Stock No. 11177

LPCO

461 (4/15/92)

© Wisconsin Bankers Association 1992

SECURITY INTEREST SUBORDINATION AGREEMENT

The undersigned has or may acquire a security or other interest in the following described property ("Collateral") of _____

Uninterruptible Power Products, Inc. ("Debtor")

Inventory and accounts receivable.

and the undersigned understand(s) that Nekoosa Port Edwards State Bank

("Lender")

has or may acquire a security interest in the Collateral. In consideration of the Lender's extension of credit or any other financial accommodation to Debtor at any time (by forbearance of collection or otherwise), the undersigned agree(s):

1. All interest of the undersigned in the Collateral, whether now or hereafter acquired, shall be subordinate and junior to Lender's interest in it with the same effect as if Lender had perfected its interest in the Collateral before the undersigned perfected its interest.
2. The undersigned shall be entitled to enforce all claims of the undersigned against Debtor as a general creditor, and Lender's claims against Debtor as a general creditor shall have no priority, by virtue of this Agreement, over such claims of the undersigned.
3. The obligations of the undersigned are joint and several. This Agreement binds the undersigned and their respective heirs, personal representatives, successors and assigns and benefits Lender, its successors and assigns. The validity, construction and enforcement of this Agreement are governed by the internal laws of Wisconsin.

Dated _____

Adams County (SEAL)George Waldenberg (SEAL)
George Waldenberg, ChairmanBev Ward (SEAL)
Bev Ward, County ClerkAdams County
P.O. Box 278
Friendship, Wisconsin 53934

RECEIVED
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OCT 12 2011

COPY

FORM PTO-1593
(Rev. 6-93)
OMB No. 0631-0011 (exp. 4-94)RECORDATION FORM COVER SHEET
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings 000 ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Uninterruptible Power Products, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Adams County

Internal Address: _____

Street Address: P.O. Box 278City: Friendship State: WI ZIP: 53934Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 09079298

B. Patent No.(s) _____

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mathew Meier

Internal Address: _____

Street Address: 201 West Washington AveP.O. Box 7970City: Madison State: WI ZIP: 537076. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41).....\$ 40.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

NA

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mathew Meier

Name of Person Signing

Mathew Meier
Signature

Date

Total number of pages including cover sheet, attachments, and document: 5Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

BUSINESS

WA 444 (3/25/95)

Wisconsin Bankers Association 1993

SELECTIVE BUSINESS SECURITY AGREEMENT

1. SECURITY INTEREST

Dated 6/8/99

The undersigned ("Debtor", whether one or more) grants Adams County ("Lender") a security interest in property, wherever located, checked in Section 2 ("Collateral") to secure all debts, obligations and liabilities of any Debtor to Lender arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Lender to any Debtor, to any Debtor and another, or to another guaranteed or indorsed by any Debtor ("Obligations").

2. DESCRIPTION OF COLLATERAL

One or more boxes must be checked.

- (a) ☐ **All Collateral.** If checked here, all equipment, fixtures, inventory (including all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work in process and materials or supplies used or consumed in Debtor's business), documents relating to inventory, general intangibles, accounts, contract rights, chattel paper and instruments, now owned or hereafter acquired by Debtor (or by Debtor with spouse);
- (b) ☐ **Scheduled Collateral.** If checked here, all inventory, accounts, contract rights, equipment, general intangibles, instruments, documents of title and chattel paper described in the attached schedule and any additional schedules delivered by Debtor to Lender from time to time;
- (c) ☒ **Specific Collateral.** If checked here, the following described property now owned or hereafter acquired by Debtor (or by Debtor with spouse):
Patent Application #09079298 for Pioneer Line UPS Power Line Conditioner and any and all resultant Patents issued or issuing from said Application.
- (d) ☐ **All Inventory.** If checked here, all inventory and documents relating to inventory now owned or hereafter acquired by Debtor (or by Debtor with spouse), including all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work in process and materials or supplies used or consumed in Debtor's business;
- (e) ☐ **All Receivables.** If checked here, all accounts, contract rights, chattel paper and instruments now owned or hereafter acquired by Debtor (or by Debtor with spouse);
- (f) ☐ **All Equipment.** If checked here, all equipment and fixtures now owned or hereafter acquired by Debtor (or by Debtor with spouse);
- (g) ☐ **All General Intangibles.** If checked here, all general intangibles now owned or hereafter acquired by Debtor (or by Debtor with spouse); and all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for, all returned or repossessed goods the sale of which gave rise to, and all proceeds and products of the foregoing.

3. DEBTOR'S WARRANTIES

- Debtor warrants that while any of the Obligations are unpaid:
- (a) **Ownership.** Debtor owns (or with spouse owns) the Collateral free of all encumbrances and security interests (except Lender's security interest). Chattel paper constituting Collateral evidences a perfected security interest in the goods covered by it, free from all other encumbrances and security interests, and no financing statement (other than Lender's) is on file covering the Collateral or any of it. Debtor, acting alone, may grant a security interest in the Collateral.
- (b) **Sale of goods or services rendered.** Each account and chattel paper constituting Collateral as of this date arose from the performance of services by Debtor or from a bona fide sale or lease of goods, which have been delivered or shipped to the account debtor and for which Debtor has genuine invoices, shipping documents or receipts.
- (c) **Enforceability.** Each account, contract right and chattel paper constituting Collateral as of this date is genuine and enforceable against the account debtor according to its terms. It and the transaction out of which it arose comply with all applicable laws and regulations. The amount represented by Debtor to Lender as owing by each account debtor is the amount actually owing and is not subject to setoff, credit, allowance or adjustment, except discount for prompt payment, nor has any account debtor returned the goods or disputed liability.
- (d) **Due date.** No payment on any account or chattel paper constituting Collateral is as of this date more than _____ days overdue, there has been no default according to the terms of any such Collateral and no step has been taken to foreclose the security interest it evidences or otherwise enforce its payment.
- (e) **Financial condition of account debtor.** As of this date Debtor has no notice or knowledge of anything which might impair the credit standing of any account debtor and Debtor will advise Lender upon receipt of any such notice or knowledge affecting Collateral.
- (f) **Valid organization.** If a corporation, limited liability company or partnership, Debtor is duly organized, validly existing and in good standing under the laws of the state of organization and is authorized to do business in Wisconsin.
- (g) **Other agreements.** Debtor is not in default under any agreement for the payment of money.
- (h) **Authority to contract.** The execution and delivery of this Agreement and any instruments evidencing Obligations will not violate or constitute a breach of Debtor's articles of incorporation or organization, by-laws, partnership agreement, operating agreement or any other agreement or restriction to which Debtor is a party or is subject.
- (i) **Accuracy of information.** All information, certificates or statements given to Lender pursuant to this Agreement shall be true and complete when given.
- (j) **Addresses.** The address of Debtor's residence, or if a corporation, partnership or limited liability company, the address of Debtor's place of business, or if Debtor has more than one place of business, then the address of Debtor's chief executive office, is shown opposite Debtor's signature. The address where the Collateral will be kept, if different from that appearing opposite Debtor's signature, is NA.

Such locations shall not be changed without prior written consent of Lender, but the parties intend that the Collateral, wherever located, is covered by this Agreement.

- (k) **Change of name or address.** Debtor shall immediately advise Lender in writing of any change in name or address.
- (l) **Environmental laws.** (i) No substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about any real estate now or at any time owned or occupied by Debtor ("Property") during the period of Debtor's ownership or use of the Property in a form, quantity or manner which is known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"). (ii) Debtor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner or person using the Property. (iii) Without limiting the generality of the foregoing, Debtor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or other hazardous substances. (iv) There are no conditions existing currently or likely to exist during the term of this Agreement which would subject Debtor to any damages, penalties, injunctive relief or cleanup costs in any governmental or regulatory action or third-party claim relating to any Hazardous Substance. (v) Debtor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance, and (vi) Debtor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Debtor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based on (1) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (2) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (3) the imposition of any governmental lien or the recovery of environmental clean-up costs expended under any Environmental Law. Debtor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance described above on, in, under or about the Property.
- (m) **Fixtures.** If any of the Collateral is affixed to real estate, the legal description of the real estate set forth in the UCC Financing Statement signed by Debtor is true and correct.

4. SHIPPERS

Shippers authorized to draw drafts on Lender under section 8(c) are:

Best Available Copy

10/12/2011 10:30 FAX 608+252+9243

DEWITT ROSS STEVENS

020/051

(d) ~~Due date. No payment on any account~~ ~~if a corporation, partnership or limited liability company, the address of Debtor's place of business, or if Debtor has more than one place of business, then the address of Debtor's chief executive office, is shown opposite Debtor's signature. The address where the Collateral will be kept, if different from that appearing opposite Debtor's signature, is~~ ~~NA~~ ~~Such locations shall not be changed without prior written consent of Lender, but the parties intend that the Collateral, wherever located, is covered by this Agreement.~~

(e) Financial condition of account debtor. As of this date Debtor has no notice or knowledge of anything which might impair the credit standing of any account debtor and Debtor will advise Lender upon receipt of any such notice or knowledge affecting Collateral.

(f) Valid organization. If a corporation, limited liability company or partnership, Debtor is duly organized, validly existing and in good standing under the laws of the state of organization and is authorized to do business in Wisconsin.

(g) Other agreements. Debtor is not in default under any agreement for the payment of money.

(h) Authority to contract. The execution and delivery of this Agreement and any instruments evidencing Obligations will not violate or constitute a breach of Debtor's articles of incorporation or organization, by-laws, partnership agreement, operating agreement or any other agreement or restriction to which Debtor is a party or is subject.

(i) Accuracy of information. All information, certificates or statements given to Lender pursuant to this Agreement shall be true and complete when given.

(j) Addresses. The address of Debtor's residence, or if a corporation, partnership or limited liability company, the address of Debtor's place of business, or if Debtor has more than one place of business, then the address of Debtor's chief executive office, is shown opposite Debtor's signature. The address where the Collateral will be kept, if different from that appearing opposite Debtor's signature, is NA

Such locations shall not be changed without prior written consent of Lender, but the parties intend that the Collateral, wherever located, is covered by this Agreement.

(k) Change of name or address. Debtor shall immediately advise Lender in writing of any change in name or address.

(l) Environmental laws. (i) No substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about any real estate now or at any time owned or occupied by Debtor ("Property") during the period of Debtor's ownership or use of the Property in a form, quantity or manner which is known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"). (ii) Debtor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property. (iii) Without limiting the generality of the foregoing, Debtor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks. (iv) There are no conditions existing currently or likely to exist during the term of this Agreement which would subject Debtor to any damages, penalties, injunctive relief or cleanup costs in any governmental or regulatory action or third-party claim relating to any Hazardous Substance. (v) Debtor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance. (vi) Debtor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Debtor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based on (1) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (2) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (3) the imposition of any governmental lien or the recovery of environmental clean-up costs expended under any Environmental Law. Debtor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance described above on, in, under or about the Property.

(m) Fixtures. If any of the Collateral is affixed to real estate, the legal description of the real estate set forth in the UCC Financing Statement signed by Debtor is true and correct.

4. SHIPPERS

Shippers authorized to draw drafts on Lender under section 8(c) are:

5. PERSONS BOUND AND OTHER PROVISIONS

The obligations hereunder of all Debtors are joint and several. This Agreement benefits Lender, its successors and assigns, and binds Debtor(s) and their respective heirs, personal representatives, successors and assigns. THIS AGREEMENT INCLUDES ADDITIONAL PROVISIONS ON REVERSE SIDE.

Uninterruptible Power Products, Inc. (SEAL)

(Corporation)

TYPE OF ORGANIZATION

By: William E. Stark

(President)

(Title)

William E. Stark

By: Gary W. Jungwirth

(Vice President)

(Title)

Gary W. Jungwirth

Address: 1567 W 11th DRIVE
901 South Main Street, P.O. Box 950

See Section 3(f)

FRIENDSHIP, WI 53934
Adams, Wisconsin 53910

(County) Adams

ORIGINAL LENDER COPY

OCT 12 2011

CONTRACT # ED FY98-0683

AMENDMENT TWO

TO THE

COMMUNITY DEVELOPMENT BLOCK GRANT

AGREEMENT

BETWEEN THE

WISCONSIN DEPARTMENT OF COMMERCE

UNINTERRUPTIBLE POWER PRODUCTS, INC.

AND

ADAMS COUNTY

The Wisconsin Department of Commerce ("Department"), Uninterruptible Power Products, Inc. ("Borrower") and Adams County ("Municipality") hereby agree to amend the above-referenced Agreement as follows:

1. On page 7 of the Agreement delete Section 13. a) in its entirety and insert "13. a) Employment Guarantees With Respect To New Employment. The Borrower shall create and fill 25 new Full-Time Positions in Adams, Wisconsin by December 31, 2003 and thereafter, shall maintain each of those new Full-Time Positions in Adams, Wisconsin until December 31, 2005."

All portions of the original Agreement not amended herein remain unchanged.

WISCONSIN DEPARTMENT OF COMMERCE

By:


Philip Edw. Albert, Secretary

Date

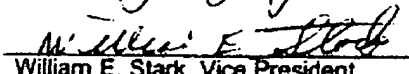
UNINTERRUPTIBLE POWER PRODUCTS, INC.

By:


Gary W. Jungwirth, President

Date

By:


William E. Stark, Vice President

Date


ADAMS COUNTY

By:


William Graumann, Chairman

Date

By:


Bev Ward, County Clerk

Date

Patent No.: 6,112,136

Issue Date: August 29, 2000

Serial No.: 09/079,298

Filing Date: May 12, 1998

Applicant: PAUL, Steven J., et al.

Attorney Docket No.: 14566.002

Title:

SOFTWARE MANAGEMENT OF AN INTELLIGENT POWER
CONDITIONAL WITH BACKUP SYSTEM OPTION
EMPLOYING TREN ANALYSIS FOR EARLY PREDICTION
OF AC POWER LINE FAILURE

PETITION UNDER 37 C.F.R. 1.378(b)

ATTACHMENT B



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OCT 12 2011

Uninterruptible Power Products, Inc.

1567 West 11th Drive
Friendship, Wisconsin 53934
Tel: (800) 832.7709
Fax: (608) 339.4494
www.uppi-ups.com

April 21, 2004

Mail Stop M. Correspondence
Director of the United States Patent & Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

We received the enclosed maintenance fee reminder dated March 17, 2004. We understand the maintenance fee of \$455.00 but do not understand why we are charged the \$65.00 surcharge. The patent date is August 29, 2000. The four years are not up until August 29, 2004. Please advise.

Also, please copy all future correspondence regarding patent #6112136 to patent owner:

Uninterruptible Power Products, Inc.
Attn: Gary Jungwirth
1567 W 11th Drive
Friendship, WI 53934

Sincerely,

A handwritten signature in black ink, appearing to read "Gary W. Jungwirth", is written over a horizontal line.

Gary W. Jungwirth, President
Uninterruptible Power Products, Inc.

MANUFACTURERS OF THE WORLD'S FIRST SMART POWER CONDITIONER
UNINTERRUPTIBLE POWER SUPPLIES • REPLACEMENT BATTERIES
INDUSTRIAL POWER PROTECTION DEVICES

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OCT 12 2011

Patent No.: 6,112,136

Issue Date: August 29, 2000

Serial No.: 09/079,298

Filing Date: May 12, 1998

Applicant: PAUL, Steven J., et al.

Attorney Docket No.: 14566.002

Title: SOFTWARE MANAGEMENT OF AN INTELLIGENT POWER
CONDITIONAL WITH BACKUP SYSTEM OPTION
EMPLOYING TREN ANALYSIS FOR EARLY PREDICTION
OF AC POWER LINE FAILURE

PETITION UNDER 37 C.F.R. 1.378(b)

ATTACHMENT C

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Uninterruptible Power Products, Inc.

1567 West 11th Drive
Friendship, Wisconsin 53934
Tel: (800) 832.7709
Fax: (608) 339.4494
www.uppi-ups.com

July 28, 2004

Mail Stop M Correspondence
Director of the United States Patent & Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

RE: Patent #6112136, 6168531 & Application #09/902,318


Our patent attorney, Murray Leonard, 8360 Winter Springs Lane, Lake Worth, FL 33467, passed away suddenly. Please forward all correspondence relative to the above patents and application to the patent owner, Uninterruptible Power Products, Inc., attention Gary Jungwirth, 1567 W 11th Dr., Friendship, WI 53934. If there is a form that we need to complete, please send.

In addition, I have not gotten a response from a letter written April 21, 2004 regarding a surcharge on a maintenance fee. Our letter and your "Maintenance Fee Reminder" letter are enclosed. I would appreciate an explanation of why the surcharge.

If there are any other forms or documents that need to be filed, please advise.

Thank you.

Sincerely,


Gary W. Jungwirth
Uninterruptible Power Products, Inc.

MANUFACTURERS OF THE WORLD'S FIRST SMART POWER CONDITIONER
UNINTERRUPTIBLE POWER SUPPLIES • REPLACEMENT BATTERIES
INDUSTRIAL POWER PROTECTION DEVICES

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OCT 12 2011

Patent No.: 6,112,136

Issue Date: August 29, 2000

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Title: SOFTWARE MANAGEMENT OF AN INTELLIGENT POWER
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EMPLOYING TREN ANALYSIS FOR EARLY PREDICTION
OF AC POWER LINE FAILURE

PETITION UNDER 37 C.F.R. 1.378(b)

ATTACHMENT D

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OCT 12 2011



UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Patents
United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450
www.uspto.gov

PAYOR NUMBER
48188

P75M
UNINTERRUPTIBLE POWER PRODUCTS, INC
1567 W. 11TH DR
FRIENDSHIP WI 53934

AMT
FAYE D
PTO/SB/66
PTO-3038
HUNT
one check / separate surcharge

DATE PRINTED

09/29/08

1248
1,640
2888

NOTICE OF PATENT EXPIRATION

According to the records of the U.S. Patent and Trademark Office (USPTO), payment of the maintenance fee for the patent(s) listed below has not been received timely prior to the end of the six-month grace period in accordance with 37 CFR 1.362(e). **THE PATENT(S) LISTED BELOW HAS THEREFORE EXPIRED AS OF THE END OF THE GRACE PERIOD.** 35 U.S.C. 41(b). Notice of the expiration will be published in the USPTO Official Gazette.

Expired patents may be reinstated in accordance with 37 CFR 1.378 if upon petition, the maintenance fee and the surcharge set forth in 37 CFR 1.20(i) are paid, AND the delay in payment of the maintenance fee is shown to the satisfaction of the Director to have been unavoidable or unintentional. 35 U.S.C. 41(c)(1).

If the Director accepts payment of the maintenance fee and surcharge upon petition under 37 CFR 1.378, the patent shall be considered as not having expired but would be subject to the intervening rights and conditions set forth in 35 U.S.C. 41(c)(2).

For instructions on filing a petition under 37 CFR 1.378 to reinstate an expired patent, customers should call the Office of Petitions Help Desk at 571-272-3282 or refer to the USPTO Web site at www.uspto.gov/web/offices/pac/dapp/petitionspractice.html. The USPTO also permits reinstatement under 37 CFR 1.378(c) by electronic petition (e-petition) using EPS-Web; e-petitions may be automatically granted if all the eligibility requirements are met. For further information on filing an e-petition, please call the Electronic Business Center (EBC) at 866-217-9197 (toll-free) or 571-272-4100 or refer to the EBC's e-petition guide at www.uspto.gov/ebc/portal/efs/petition_quickstart.pdf.

PATENT NUMBER	U.S. APPLICATION NUMBER	PATENT ISSUE DATE	APPLICATION FILING DATE	EXPIRATION DATE	ATTORNEY DOCKET NUMBER
6112136	09079298	08/29/00	05/12/98	08/29/08	M-553

NOTE: This notice was automatically generated based on the amount of time that elapsed since the date a patent was granted. It is possible that the patent term may have ended or been shortened due to a terminal disclaimer that was filed in the application. Also, for any patent that issued from an application filed on or after June 8, 1995 containing a specific reference to an earlier filed application or applications under 35 U.S.C. 120, 121, or 365(c), the patent term ends 20 years from the date on which the earliest such application was filed, unless the term was adjusted or extended under 35 U.S.C. 154 or 156.

RECEIVED
CENTRAL FAX CENTER
OCT 12 2011

Patent No.: 6,112,136

Issue Date: August 29, 2000

Serial No.: 09/079,298

Filing Date: May 12, 1998

Applicant: PAUL, Steven J., et al.

Attorney Docket No.: 14566.002

Title: SOFTWARE MANAGEMENT OF AN INTELLIGENT POWER
CONDITIONAL WITH BACKUP SYSTEM OPTION
EMPLOYING TREN ANALYSIS FOR EARLY PREDICTION
OF AC POWER LINE FAILURE

PETITION UNDER 37 C.F.R. 1.378(b)

ATTACHMENT E

RECEIVED
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OCT 12 2011

UNINTERRUPTIBLE POWER PRODUCTS

Telephone: (608) 339-2151

Fax: (608) 339-4494

www.uppi-ups.com

1567 W. 11th Drive

Friendship, WI 53934

Date: 10-20-08 (Number of pages including this cover) 5

Attention: USPTO 571-273-8300

From: GARY JUNGWIRTH

Please find enclosed Petition
to accept unintentionally delayed payment
of maintenance fee along with credit
card payment form.

Any ques., you can reach me
at the above telephone #

Gary
President UPTI

Manufacturers of the world's first smart Power Conditioner
Uninterruptible Power Supplies • Replacement Batteries

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OCT 12 2011

PTO/SB/68 (08-08)

Approved for use through 04/30/2009. OMB 0651-0016

U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**PETITION TO ACCEPT UNINTENTIONALLY DELAYED PAYMENT OF
MAINTENANCE FEE IN AN EXPIRED PATENT (37 CFR 1.378(c))**

Docket Number (Optional)

M-553

Mail to: Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450
Fax: (571) 273-8300

NOTE: If information or assistance is needed in completing this form, please contact Petitions Information at (571) 272-3282.

Patent No. 6112136 Application Number 09079298
Issue Date 08/29/00 Filing Date 05/12/98

CAUTION: Maintenance fee (and surcharge, if any) payment must correctly identify: (1) the patent number (or reissue patent number, if a reissue) and (2) the application number of the actual U.S. application (or reissue application) leading to issuance of that patent to ensure the fee(s) is/are associated with the correct patent. 37 CFR 1.368(c) and (d).

Also complete the following information, if applicable

The above - identified patent:

- ☐ is a reissue of original Patent No. _____ original issue date _____
original application number _____
original filing date _____
- ☐ resulted from the entry into the U.S. under 35 U.S.C. 371 of international application _____ filed on _____

CERTIFICATE OF MAILING (37 CFR 1.8(a))

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, or facsimile transmitted to the U.S. Patent and Trademark Office on the date shown below.

10/20/08
Date

[Signature] President
UPPI
Typed or printed name of person signing Certificate
GARY J. ONEWIRTH

[Page 1 of 3]

This collection of information is required by 37 CFR 1.378(c). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 1 hour to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

PTO/SB/68 (08-08)

Approved for use through 04/30/2009. OMB 0651-0016

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

1. SMALL ENTITY

☒ Patentee claims, or has previously claimed, small entity status. See 37 CFR 1.27.

2. LOSS OF ENTITLEMENT TO SMALL ENTITY STATUS

☐ Patentee is no longer entitled to small entity status. See 37 CFR 1.27(g).

3. MAINTENANCE FEE (37 CFR 1.20(e)-(g))

The appropriate maintenance fee must be submitted with this petition, unless it was paid earlier.

NOT Small Entity			Small Entity		
Amount	Fee	(Code)	Amount	Fee	(Code)
<input type="checkbox"/> \$ _____	3 1/2 yr fee	(1551)	<input type="checkbox"/> \$ _____	3 1/2 yr fee	(2551)
<input type="checkbox"/> \$ _____	7 1/2 yr fee	(1552)	<input checked="" type="checkbox"/> \$ <u>1240.00</u>	7 1/2 yr fee	(2552)
<input type="checkbox"/> \$ _____	11 1/2 yr fee	(1553)	<input type="checkbox"/> \$ _____	11 1/2 yr fee	(2553)

MAINTENANCE FEE BEING SUBMITTED \$ 1240.00

4. SURCHARGE

The surcharge required by 37 CFR 1.20(i)(2) of \$ 1640.00 (Fee Code 1558) must be paid as a condition of accepting unintentionally delayed payment of the maintenance fee.SURCHARGE BEING SUBMITTED \$ 1640.00

5. MANNER OF PAYMENT

☐ Enclosed is a check for the sum of \$ _____.☐ Please charge Deposit Account No. _____ the sum of \$ _____.☒ Payment by credit card. Form PTO-2038 is attached.

6. AUTHORIZATION TO CHARGE ANY FEE DEFICIENCY

☐ The Director is hereby authorized to charge any maintenance fee, surcharge or petition deficiency to Deposit Account No. _____.

(Page 2 of 3)

PTO/SB/66 (08-08)

Approved for use through 04/30/2008. OMB 0651-0016

U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number

7. OVERPAYMENT

As to any overpayment made please

☐ Credit to Deposit Account No. _____

OR ☒ Send refund check.

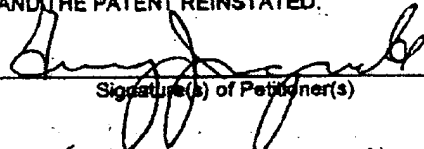
WARNING:

Petitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identity theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Petitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO-2038 submitted for payment purposes are not retained in the application file and therefore are not publicly available.

8. STATEMENT

The delay in payment of the maintenance fee to this patent was unintentional.

9. PETITIONER(S) REQUEST THAT THE DELAYED PAYMENT OF THE MAINTENANCE FEE BE ACCEPTED AND THE PATENT REINSTATED.

(X)  10/20/08
Signature(s) of Petitioner(s) Date

GARY JUNGWIRTH 000048189
Typed or printed name(s) Registration Number, if applicable

608-339-2151
Telephone Number

1567 W 11th DR FRIENDSHIP WI 53934
Address

Address

37 CFR 1.378(d) states: "Any petition under this section must be signed by an attorney or agent registered to practice before the Patent and Trademark Office, or by the patentee, the assignee, or other party in interest."

ENCLOSURES:

- ☒ Maintenance Fee payment
- ☒ Surcharge under 37 CFR 1.20(i)(2) (fee for filing the maintenance fee petition)
- ☐ _____

OCT 12 2011

Patent No.: 6,112,136

Issue Date: August 29, 2000

Serial No.: 09/079,298

Filing Date: May 12, 1998

Applicant: PAUL, Steven J., et al.

Attorney Docket No.: 14566.002

Title: SOFTWARE MANAGEMENT OF AN INTELLIGENT POWER
CONDITIONAL WITH BACKUP SYSTEM OPTION
EMPLOYING TREN ANALYSIS FOR EARLY PREDICTION
OF AC POWER LINE FAILURE

PETITION UNDER 37 C.F.R. 1.378(b)

ATTACHMENT F

OCT 12 2011



UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Patents
United States Patent and Trademark Office
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UNINTERRUPTIBLE POWER PRODUCTS, INC.
ATTN: GARY JUNGWIRTH
1567 W. 11TH DRIVE
FRIENDSHIP, WI 53934

OFFICE OF PETITIONS

Paper No. 6

In re Patent No. 6, 112,136
Issue Date: August 29, 2000
Application No. 09/079,298
Filed: May 12, 1998
Attorney Docket No. M-553

ON PETITION

This is a decision on the petition under 37 CFR 1.378(c), filed October 20, 2008, to accept the delayed payment of a maintenance fee for the above-identified patent.

The petition is **DISMISSED**.

If reconsideration of this decision is desired, a petition for reconsideration under 37 CFR 1.378(e) must be filed within TWO (2) MONTHS from the mail date of this decision. No extension of this two-month time limit can be granted under 37 CFR 1.136(a) or (b). This is **not** a final agency action within the meaning of 5 U.S.C. § 704.

37 CFR 1.378(d) states that any petition under this section must be signed by an attorney or agent registered to practice before the U.S. Patent and Trademark Office, or by the patentee, the assignee, or other party of interest. Petitioner has not established that the person who signed the petition form, Gary Jungwirth, is authorized to sign on behalf of the patentee, assignee, or other party of interest.

Any petition for reconsideration of this decision must be accompanied by the petition fee of \$400 as set forth in 37 CFR 1.17(f). The petition for reconsideration must include the lacking item(s) noted below, since, after a decision on the petition for reconsideration, no further reconsideration or review of the matter will be undertaken by the Director.

If petitioner does not wish to pursue reinstatement of this expired patent, petitioner may request a refund of the \$1,240 maintenance fee and the \$1,640 surcharge fee submitted with the petition. The request should be made in writing and addressed to: Mail Stop 16, Director of the U.S. Patent and Trademark Office, P. O. Box 1450, Alexandria, VA 22313-1450. A copy of this decision should accompany petitioner's request.

Patent No. 6,112,136

Page 2

Further correspondence with respect to this matter should be addressed as follows:

By Mail: Mail Stop PETITION
Commissioner for Patents
Post Office Box 1450
Alexandria, VA 22313-1450

By hand: U. S. Patent and Trademark Office
Customer Service Window, Mail Stop Petitions
Randolph Building
401 Dulany Street
Alexandria, VA 22314

The centralized facsimile number is (571) 273-8300.

Telephone inquiries should be directed to Alicia Kelley at (571) 272-6059.



Carl Friedman
Petitions Examiner
Office of Petitions

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OCT 12 2011

Patent No.: 6,112,136

Issue Date: August 29, 2000

Serial No.: 09/079,298

Filing Date: May 12, 1998

Applicant: PAUL, Steven J., et al.

Attorney Docket No.: 14566.002

Title: SOFTWARE MANAGEMENT OF AN INTELLIGENT POWER
CONDITIONAL WITH BACKUP SYSTEM OPTION
EMPLOYING TREN ANALYSIS FOR EARLY PREDICTION
OF AC POWER LINE FAILURE

PETITION UNDER 37 C.F.R. 1.378(b)

ATTACHMENT G

UNINTERRUPTIBLE POWER PRODUCTS

Telephone: (608) 339-2151

Fax: (608) 339-4494

www.uppi-ups.com

1567 W. 11th Drive

Friendship, WI 53934

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CENTRAL FAX CENTER
OCT 12 2011Date: 2-4-09 (Number of pages including this cover) 7Attention: USPTOFrom: Gary Jurgens

I've Tried to resolve your question
About me NOT being ASSOCIATED WITH
UPPI by calling, but I haven't received
A CALL back by anyone.

I AM The president of UPPI AND ALSO
PARTY TO THE PATENT.

Please reinstate the patent of return
MY CALLS

Gary Jurgens
President UPPI

Manufacturers of the world's first smart Power Conditioner
Uninterruptible Power Supplies • Replacement Batteries

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OCT 12 2011

Patent No.: 6,112,136

Issue Date: August 29, 2000

Serial No.: 09/079,298

Filing Date: May 12, 1998

Applicant: PAUL, Steven J., et al.

Attorney Docket No.: 14566.002

Title: SOFTWARE MANAGEMENT OF AN INTELLIGENT POWER
CONDITIONAL WITH BACKUP SYSTEM OPTION
EMPLOYING TREN ANALYSIS FOR EARLY PREDICTION
OF AC POWER LINE FAILURE

PETITION UNDER 37 C.F.R. 1.378(b)

ATTACHMENT H

USPTO

10/20/2009 12:19:27 PM

PAGE /001

Fax Server

O:Auto-reply fax to 608 339 4494 COMPANY:

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OCT 12 2011

Auto-Reply Facsimile Transmission



TO:

Fax Sender at 608 339 4494

Fax Information

Date Received:

4/20/2009 12:16:34 PM [Eastern Daylight Time]

Total Pages:

8 (including cover page)

ADVISORY: This is an automatically generated return receipt confirmation of the facsimile transmission received by the Office. Please check to make sure that the number of pages listed as received in Total Pages above matches what was intended to be sent. Applicants are advised to retain this receipt in the unlikely event that proof of this facsimile transmission is necessary. Applicants are also advised to use the certificate of facsimile transmission procedures set forth in 37 CFR 1.8(a) and (b), 37 CFR 1.6(f). Trademark Applicants, also see the Trademark Manual of Examining Procedure (TMEP) section 306 et seq.

Received
Cover
Page

=====>

UNINTERRUPTIBLE POWER PRODUCTS

Telephone: (608) 339-2151

Fax: (608) 339-4494

www.uppi-ups.com

1567 W. 11th Drive

Friendship, WI 53934

1-571-273-8300

Date: 4-20-09 (Number of pages including this cover) 8

Attention: USPTO Alicia Kelley

From: Gary Jungquist

Once again we are playing phone tag,
Is there a way to resolve our outstanding issue
thru the mail?

I don't understand why my signature is not allowed,
a signature no president of the association should
suffice.

Please help us clarify this matter

Gary Jungquist
President UPP

Manufacturers of the world's first smart Power Conditioner
Uninterruptible Power Supplies - Replacement Batteries

PAGE 14 * RCVD AT 4/20/2009 12:16:34 PM [Eastern Daylight Time] * SVR:USPTO-EPFAX-001/44 * DNIS:2738300 * CSID:608 339 4494 * DURATION (mm-ss):09-52

Patent No.: 6,112,136

Serial No.: 09/079,298

Applicant: PAUL, Steven J., et al.

Title:

SOFTWARE MANAGEMENT OF AN INTELLIGENT POWER
CONDITIONAL WITH BACKUP SYSTEM OPTION
EMPLOYING TREN ANALYSIS FOR EARLY PREDICTION
OF AC POWER LINE FAILURE

Issue Date: August 29, 2000

Filing Date: May 12, 1998

Attorney Docket No.: 14566.002

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OCT 12 2011

PETITION UNDER 37 C.F.R. 1.378(b)

ATTACHMENT I

SENT 4/27/09 ALONG W/ \$400 CHECK

PTO/SB/06 (03-09)

Approved for use through 04/30/2009. OMB 0651-0031

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Uninterruptible Power Products, IncApplication No./Patent No.: 6,112,136 Filed/Issue Date: AUGUST 29, 2000

Title: SOFTWARE MANAGEMENT OF AN INTELLIGENT POWER CONDITIONER WITH BACKUP SYSTEM OPTION EMPLOYING TREND ANALYSIS FOR EARLY PREDICTION OF AC POWER LINE FAILURE

Uninterruptible Power Products, Inc. CORPORATION

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest in;
2. ☐ an assignee of less than the entire right, title, and interest in (The extent (by percentage) of its ownership interest is _____ %); or
3. ☐ the assignee of an undivided interest in the entirety of (a complete assignment from one of the joint inventors was made) the patent application/patent identified above, by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy therefore is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet(s).

☐ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature

Date

Printed or Typed Name

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

Page: 3

PAGE 43/51 * RCVD AT 10/12/2011 11:26:38 AM [Eastern Daylight Time] * SVR:W-PTOFAX-001/44 * DNIS:2738300 * CSID:608+252+9243 * DURATION (mm-ss):09-52

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OCT 12 2011

Patent No.: 6,112,136

Issue Date: August 29, 2000

Serial No.: 09/079,298

Filing Date: May 12, 1998

Applicant: PAUL, Steven J., et al.

Attorney Docket No.: 14566.002

Title: SOFTWARE MANAGEMENT OF AN INTELLIGENT POWER
CONDITIONAL WITH BACKUP SYSTEM OPTION
EMPLOYING TREN ANALYSIS FOR EARLY PREDICTION
OF AC POWER LINE FAILURE

PETITION UNDER 37 C.F.R. 1.378(b)

ATTACHMENT J

OCT 12 2011



UNITED STATES PATENT AND TRADEMARK OFFICE

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United States Patent and Trademark Office
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Alexandria, VA 22313-1450
www.uspto.gov

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JUL 15 2009

OFFICE OF PETITIONS

Paper No. 8

UNINTERRUPTIBLE POWER PRODUCTS, INC.
ATTN: GARY JUNGWIRTH
1567 W. 11TH DRIVE
FRIENDSHIP, WI 53934In re Patent No. 6,112,136
Issue Date: August 29, 2000
Application No. 09/079,298
Filed: May 12, 1998
Attorney Docket No. M-553

ON PETITION

REQUIREMENT FOR INFORMATION

A petition was filed on October 20, 2008, under 37 CFR 1.378(c) to accept the unintentionally delayed payment of a maintenance fee for the above-identified patent.

A decision on this petition will be held in abeyance for a period of **TWO MONTHS** from the date of this communication to permit petitioner to address the following issues before a decision is rendered. No extension of this two-month time limit can be granted under 37 CFR 1.136(a) or (b).

- [] The instant petition is not signed by a person authorized to sign a petition under 37 CFR 1.378 in the above-identified patent. 37 CFR 1.378(d) requires that any petition under 37 CFR 1.378 be signed by an attorney or agent registered to practice before the Patent and Trademark Office, or by the patentee, the assignee, or other party in interest.
- [X] The instant petition appears to be on behalf of the assignee; however, the petition does not comply with 37 CFR 3.73(b). 37 CFR 3.73(b) provides that: (1) when an assignee seeks to take action in a matter before the Office, the assignee must establish its ownership of the property to the satisfaction of the Commissioner; (2) ownership is established by submitting to the Office, in the Office file related to the matter in which action is sought to be taken, documentary evidence of a chain of title from the original owner to the assignee (e.g., copy of an executed assignment submitted for recording) or by specifying (e.g., reel and frame number) where such evidence is recorded in the Office; (3) the submission establishing ownership must be signed by a party authorized to act on behalf of the assignee; and (4) documents submitted to establish ownership may be required to be recorded as a condition to permitting the assignee to take action in a matter pending before the Office. A 37 CFR 3.73(b) statement is enclosed with this requirement for information.

Patent No. 6,112,136

Page 2

The Statement Under 37 CFR 3.73(b), filed April 30, 2009 does not list the Reel and Frame number for the assignment recorded under Uninterruptible Power Products, Inc. A new Statement Under 37 CFR 3.73(b) should be submitted to reflect the Reel and Frame number of the assignment. Accordingly, this patent cannot be reinstated until a proper Statement Under 3.73(b) is filed.

The response to this Requirement for Information should include a cover letter entitled "Response to Requirement for Information."

At the end of the two month period specified above, a decision will be rendered on the instant petition under 37 CFR 1.378 as supplemented by any information submitted in response to this Requirement for Information.

In order to expedite reinstatement of this patent, petitioner may wish to consider submitting the reply to the requirement for information by facsimile transmission to the telephone number indicated below and to the attention of the undersigned.


Further correspondence with respect to this matter should be addressed as follows:

By Mail: Mail Stop PETITION
Commissioner for Patents
Post Office Box 1450
Alexandria, VA 22313-1450

By Hand: U.S. Patent and Trademark Office
Customer Service Window Randolph Building
401 Dulany Street
Alexandria, VA 22314

The centralized facsimile number is (571) 273-8300.

Telephone inquiries should be directed to the undersigned at (571) 272-6059.


Alicia Kelley
Petitions Examiner
Office of Petitions

Enclosure: PTO/SB/96, Statement Under 3.73(b)

Patent No.: 6,112,136

Serial No.: 09/079,298

Applicant: PAUL, Steven J., et al.

Title:

SOFTWARE MANAGEMENT OF AN INTELLIGENT POWER
CONDITIONAL WITH BACKUP SYSTEM OPTION
EMPLOYING TREN ANALYSIS FOR EARLY PREDICTION
OF AC POWER LINE FAILURE

Issue Date: August 29, 2000

Filing Date: May 12, 1998

Attorney Docket No.: 14566.002

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PETITION UNDER 37 C.F.R. 1.378(b)

ATTACHMENT K

UNINTERRUPTIBLE POWER PRODUCTS

Telephone: (608) 339-2151

Fax: (608) 339-4494

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1567 W. 11th Drive

Friendship, WI 53934

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OCT 12 2011

Date: 7-21-09 (Number of pages including this cover) 3

Attention: ALICIA KELLEY 571-273-8300

From: GARY JUNGWIRTH

ALICIA,

Received your letter mailed 7-15-09
requested a 37 CFR 3.73 (b) in order
to accept petition requested.

we spoke on 4-27-09 and you
explained that we needed to complete
the above form along with sending
a \$400- check. This was completed
and done 4-27-09. Form Enclosed
ALONG WITH CANCEL CHECK.

Please advise that we are in
compliance and no additional information
is required. Thank you.

Manufacturers of the world's first smart Power Conditioner
Uninterruptible Power Supplies • Replacement Batteries

GARY

Patent No.: 6,112,136

Serial No.: 09/079,298

Applicant: PAUL, Steven J., et al.

Title:

SOFTWARE MANAGEMENT OF AN INTELLIGENT POWER
CONDITIONAL WITH BACKUP SYSTEM OPTION
EMPLOYING TREN ANALYSIS FOR EARLY PREDICTION
OF AC POWER LINE FAILURE

Issue Date: August 29, 2000

Filing Date: May 12, 1998

Attorney Docket No.: 14566.002

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PETITION UNDER 37 C.F.R. 1.378(b)

ATTACHMENT L


 41-19
 UNITED STATES PATENT AND TRADEMARK OFFICE

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 Alexandria, VA 22313-1450
 www.uspto.gov

 Bill
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 To continue charging
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 UNINTERRUPTIBLE POWER PRODUCTS, INC.
 ATTN: GARY JUNGWIRTH
 1567 W. 11TH DRIVE
 FRIENDSHIP, WI 53934

 COPY MAILED
 MAR 16 2010

 In re Patent No. 6, 112,136
 Issue Date: August 29, 2000
 Application No. 09/079,298
 Filed: May 12, 1998
 Attorney Docket No. M-553

ON PETITION

REQUIREMENT FOR INFORMATION

This is a second request for Requirement for Information.

If reconsideration of this decision is desired, a petition for reconsideration under 37 CFR 1.378(e) must be filed within ONE (1) MONTH or THIRTY (30) DAYS, from the mail date of this decision. No extension of this time limit can be granted under 37 CFR 1.136(a) or (b).

This patent expired on August 30, 2008, for failure to pay the 7 1/2 year maintenance fee. On October 20, 2008, a petition under 37 CFR 1.378(c) was filed; however, the petition was dismissed on November 17, 2008. On April 30, 2009, a letter including a Statement Under 3.73(b) was filed; in turn, a Requirement for Information was mailed July 15, 2009. The petitioner filed a "Response to Requirement for Information" on July 21, 2009. However, the response still does not constitute as a proper reply under the requirements of 37 CFR 1.378(c) and 37 CFR 3.73(b).

The petitioner still has not established that the person who signed the petition form, Gary Jungwirth, is authorized to sign on behalf of the assignee, or other party of interest. Further, the Statement Under 3.73(b)¹ cannot be accepted since it does not specify the Reel and Frame number that identifies Uninterruptible Power Products, Inc., as the assignment² of record.

¹ 37 CFR 3.73(b) provides that: (1) when an assignee seeks to take action in a matter before the Office, the assignee must establish its ownership of the property to the satisfaction of the Commissioner; (2) ownership is established by submitting to the Office, in the Office file related to the matter in which action is sought to be taken, documentary evidence of a chain of title from the original owner to the assignee (e.g., copy of an executed assignment submitted for recording) or by specifying (e.g., reel and frame number) where such evidence is recorded in the Office; (3) the submission establishing ownership must be signed by a party authorized to act on behalf of the assignee; and (4) documents submitted to establish ownership may be required to be recorded as a condition to permitting the assignee to take action in a matter pending before the Office.

² Assignment Branch Department (571) 272-3358 (contact the Assignment Branch for assignment related inquiries)

Patent No. 6,112,136

Page 2

Any petition for reconsideration of this decision must be accompanied by a new petition form PTO/SB/66 under 37 CRR 1.378(e) and also must include the lacking item(s) noted above, since, after a decision on the petition for reconsideration, no further reconsideration or review of the matter will be undertaken by the Director.

If petitioner does not wish to pursue reinstatement of this expired patent, petitioner may request a refund of the \$1,240 maintenance fee and the \$1,640 surcharge fee submitted with the petition. The request should be made in writing and addressed to: Mail Stop 16, Director of the U.S. Patent and Trademark Office, P. O. Box 1450, Alexandria, VA 22313-1450. A copy of this decision should accompany petitioner's request.

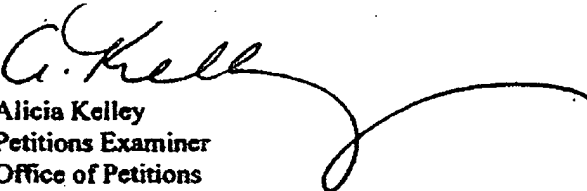
Further correspondence with respect to this matter should be addressed as follows:

By Mail: Mail Stop PETITION
Commissioner for Patents
Post Office Box 1450
Alexandria, VA 22313-1450

By Hand: U. S. Patent and Trademark Office
Customer Service Window, Mail Stop Petitions
Randolph Building
401 Dulany Street
Alexandria, VA 22314

The centralized facsimile number is (571) 273-8300.

Telephone inquiries concerning this decision should be directed to undersigned at (571) 272-6059.


Alicia Kelley
Petitions Examiner
Office of Petitions